

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI**

In re:

**JENNIFER ANN CURRY
CALVILLO,**

Case No.: 23-50239-KMS

Debtor.

Chapter: 13

JENNIFER ANN CURRY CALVILLO

PLAINTIFF

v.

Adv. Proc. No.: 23-06005-KMS

**U.S. DEPARTMENT OF EDUCATION,
GREAT LAKES**

DEFENDANTS

**STIPULATION OF PARTIAL DISCHARGE BETWEEN PLAINTIFF-DEBTOR
AND DEFENDANT U.S. DEPT. OF EDUCATION**

Defendant United States of America, on behalf of the U.S. Department of Education, (“Defendant” or “Dept. of Education”) and Plaintiff Jennifer Ann Curry Calvillo (“Plaintiff-Debtor”) stipulate as to the dischargeability of a portion of Plaintiff’s student loan debt, as follows:

1. On February 24, 2023, Plaintiff-Debtor commenced this adversary proceeding pursuant to Fed. R. Bankr. P. 7001(6) against the Dept. of Education by filing the Complaint seeking to discharge pursuant to 11 U.S.C. § 523(a)(8), Plaintiff-Debtor’s educational loan debt.

2. On April 4, 2023, the Court, at the joint request of the parties, stayed the adversary proceeding so that Plaintiff-Debtor may participate in the process set

forth in the Guidance set forth by the Dept. of Education and the Dept. of Justice, dated November 17, 2022 (the “Guidance”).

3. Plaintiff-Debtor has participated in the process set forth in the Guidance, and the Dept. of Education has reviewed and analyzed the documents and attestation submitted by Plaintiff-Debtor.

4. The parties now desire to resolve, compromise, and settle this adversary proceeding, without further litigation, subject to the Court’s approval.

5. Now, therefore, it is stipulated and agreed, by and between the Plaintiff-Debtor and Dept. of Education as follows:

- a. Plaintiff-Debtor’s undergraduate student loans, National Student Loan Database System (NSLDS) Loan Nos. 1 through 10, which total \$56,372 as of September 13, 2023, are dischargeable pursuant to 11 U.S.C. § 523(a)(8), on the ground that repayment of this portion of her student loans would impose an undue hardship on Plaintiff-Debtor;
- b. Upon entry of this Stipulation of Partial Discharge, and a finding by the Court that the debts at issue are dischargeable pursuant to 11 U.S.C. § 523(a)(8), Defendant will adjust Plaintiff-Debtor’s loan accounts to reflect that the total indebtedness to Defendant for her undergraduate student loans, NSLDS Loan Nos. 1 through 10, is \$0, and it shall permanently write-off the debt pursuant to this Stipulation of Partial Discharge.
- c. Plaintiff-Debtor will remain indebted to Dept. of Education regarding her graduate student loans, NSLDS Loan Nos. 11 through 18, for a total remaining balance of \$220,671 as of September 13, 2023, which will not be subject to discharge under 11 U.S.C. § 523(a)(8).
- d. In the event that this Stipulation of Partial Discharge is not adopted in full by the Court, the stipulations and agreements represented herein shall be vacated, set aside, and held for naught.

- e. Upon entry of this Stipulation of Partial Discharge, Plaintiff-Debtor releases, remises, and forever discharges the United States of America, its agencies, agents, officers and employees, past and present, and Defendant, its agencies, agents, officers and employees, past and present, from all claims or causes of action (including administrative claims) which Plaintiff-Debtor and her heirs, agents, assigns, representatives, and successors ever had, now have, or hereafter may have against the United States of America, its agencies, agents, officers and employees, past and present, and Defendant, its agencies, agents, officers and employees, past and present, in relation to a discharge of the debt, all except for obligations arising under this Stipulation of Partial Discharge.
- f. Each party to the action will bear responsibility for its own costs and attorney's fees in this matter, and Plaintiff-Debtor waives any and all rights she may have to recover attorneys' fees and/or interest or costs under the Equal Access to Justice Act, the Bankruptcy Code, or any other legal or statutory predicate.
- g. Upon entry of this Stipulation of Partial Discharge, Plaintiff-Debtor voluntarily dismisses, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) and Fed. R. Bankr. P. 7041, all claims against Defendant not subsumed within the relief granted by this Stipulation of Partial Discharge, with prejudice against refiling and without attorneys' fees, costs, or expenses to the Plaintiff-Debtor or Defendant.

Now, therefore, the Parties request that the Court enter a Consent Judgment, attached hereto as Exhibit A, based on the uncontested facts and issues as represented in this stipulation.

Dated: September 18, 2023.

Respectfully submitted,

**U.S. DEPARTMENT OF EDUCATION,
*DEFENDANT***

DARREN J. LAMARCA
*United States Attorney, Southern District of
Mississippi*

By: /s/ Andrew R. Norwood

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JENNIFER ANN CURRY CALVILLO,
PLAINTIFF

/s/ Jennifer Ann Curry Calvillo (signed w/
permission by ARN)
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Certificate of Service

I, Andrew R. Norwood, hereby certify that, on this date, I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system, which sent notice to all counsel of record.

Dated: September 18, 2023.

/s/ Andrew R. Norwood
Andrew R. Norwood